

SERIAL 07043 S HIGHWAY LITTER REMOVAL AND DISPOSAL

DATE OF LAST REVISION: May 09, 2008

CONTRACT END DATE: May 31, 2010

CONTRACT PERIOD THROUGH MAY 31, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HIGHWAY LITTER REMOVAL AND DISPOSAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 16, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mm
Attach

Copy to: Materials Management
 Jim Baker, MCDOT

INVITATION FOR BID FOR: COUNTY HIGHWAY LITTER REMOVAL AND DISPOSAL

1.0 INTENT:

The intent of this Solicitation is to enter into a Contract for the removal and disposal of litter along designated Maricopa County highways and adjacent right of ways (ROW). The Contractor shall provide services on both a scheduled and unscheduled basis as deemed necessary by the Maricopa County Department of Transportation (MCDOT).

There are four (4) service zones totaling approximately 778 miles of County highways and adjacent right of way area. Respondents may respond to an individual zone or multiple zones. There is no requirement to bid all four (4) zones. (Refer to attached EXHIBITS 2, 3, 4 and 5.)

1.1 Zone Descriptions:

- 1.1.1 Zone One (1) – West of I-17 and North of I-10
- 1.1.2 Zone Two (2) – East of I-17 and North of I-10 and SR 60 (from the split)
- 1.1.3. Zone Three (3) – North of I-10 and South of SR 60 (from the split)
- 1.1.3 Zone Four (4) – South of I-10

“Litter” shall be defined as those items identified in Section 2.2.

2.0 CONTRACTOR REQUIREMENTS:

- 2.1 Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to perform the specifications herein.
- 2.2 Contractor shall remove and dispose of all accumulated litter including, but not limited to: paper, litter, glass, cans, tree limbs three (3) inches or smaller in diameter, refuse and other debris and place in plastic bags. Excessive sized items such as lumber, drywall, cardboard, palm fronds, tree limbs greater than three (3) inches diameter, etc shall also be removed. **Excessive sized items that can be safely carried by two (2) men shall also be removed at no additional charge.**
- 2.3 **Any excessive pile of debris estimated to exceed one (1) labor hour, or the use of equipment to remove, shall be billed at an hourly rate dependent upon the type of equipment necessary for removal. Prior to removal, a picture of the pile of debris shall be taken and e-mailed to MCDOT, along with a price quotation. Once approval is received, the debris shall be removed by the end of the next business day.**
- 2.4 **Contractor shall remove and dispose of tires (on/off) the rim. Tires shall be disposed at an authorized waste tire collection point. Proof of such disposal shall be provided upon invoice to MCDOT.**
- 2.5 All bags and excessive sized items (Section 2.2) shall be removed from the worksite daily.

At some sites the Contractor shall be required to collect all bags that have been filled by Adopt-A-Highway volunteers. This service shall be performed on an as needed basis and only after being notified by MCDOT personnel. The Contractor shall be responsible for any fees involved in disposal. Contractor shall provide copy of landfill tare weight slip for each disposal when invoicing MCDOT.

The contractor will generally collect bags after the Adopt-A-Highway volunteers fill them over a weekend. Adopt-A-Highway roads are generally cleaned on a monthly basis. To determine the centerline miles presently covered by this program:

- Go to www.maricopa.gov
- On the blue bar across the top select DEPARTMENTS
- Select PUBLIC WORKS from the drop down
- Select TRANSPORTATION from the PUBLIC WORKS group
- Select Adopt A Highway
- Select the View our Adopt A Highway Map Online link

2.6 The following items are not the responsibility of the Contractor:

- 2.6.1 Dead Animals
- 2.6.2 Human and animal waste, including diapers
- 2.6.3 Hazardous or potentially hazardous materials, including hypodermic needles
- 2.6.4 Containers of unknown liquid that appear to be urine
- 2.6.5 Tissues used for human waste
- 2.6.6 Explosives, knives, and firearms
- 2.6.7 Any items may be considered hazardous or potentially hazardous material
- 2.6.8 Items too large or heavy to be carried safely by the crew on site
- 2.6.9 All items of value (wallets, handbags, luggage, freight, mail, etc.)

The Contractor shall immediately report to MCDOT (602-506-6036) those items meeting the criteria above (Section 2.4), providing a description and the location of the items. MCDOT shall arrange for their retrieval, removal and/or disposal.

2.7 AREAS TO BE CLEANED:

- 2.7.1 Centerline miles as displayed in EXHIBITS 2, 3, 4 and 5 from the edge of pavement, 20 feet into the ROW, both sides of centerline.

Medians shall be cleaned as an additional service, as deemed necessary by MCDOT prior to the litter removal and disposal taking place on the associated centerline ROW.

2.7.2 ADDITIONAL ROW CLEANUP:

The Contractor may be requested to clean addition right of way (greater than 20 feet) from the edge of pavement.

2.8 DISPOSAL:

The Contractor shall dispose of all litter in accordance with all applicable County, State and Federal laws and regulations. The Contractor shall be solely responsible for any fees involved in disposal. Contractor shall provide copy of landfill tare weight slip for each disposal when invoicing MCDOT.

2.9 HOURS OF OPERATION:

All work shall be performed Monday through Friday between the hours of 6:00 a.m. and 4:00 p.m., unless otherwise directed by MCDOT.

2.10 HOLIDAYS:

The following is a list of holidays on which contract service will not be performed:

New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day - July 4th
Labor Day - First Monday in September
Columbus Day
Veteran's Day
Thanksgiving Holiday-Fourth Thursday and Friday in November
Christmas Eve
Christmas Day

When a holiday named herein falls on Saturday or Sunday special scheduling adjustments may be required. During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved by the County. Holiday schedules must be submitted to the County representative ten (10) days prior to a holiday. Holiday make up litter removal may not be required.

2.11 WEATHER CONDITIONS:

The (MCDOT) Highway Operations Manager or his representative reserves the right to be the sole judge if the weather is too inclement for litter removal. When adverse weather interrupts the schedule, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The County reserves the right to direct schedule changes, made necessary changes due to inclement weather. In the event of rain, the Contractor shall obtain approval from the County representative for the day's litter removal.

2.12 CONTRACTOR/COUNTY COMMUNICATIONS:

2.12.1 Contractor's Supervisor

2.12.1.1 The Supervisor shall notify in writing the MCDOT Division and Area Supervisor 24 hours in advance of the daily work schedule (EXHIBIT 8).

2.12.1.2 As litter is removed, the Supervisor shall inspect the area serviced to ensure all litter has been removed as defined per Section 2.5. Prior to departing a site, the Supervisor shall notify MCDOT when the area has been completed. MCDOT shall perform a final inspection within one (1) business day.

2.12.1.3 Supervisor shall have a Contractor furnished pager and a cellular telephone at all times during work operations. Immediate communication contact in English is mandatory during performance of this contract.

2.13 CONTRACTOR'S EMPLOYEES:

2.13.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.13.2 Drivers License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Drivers License issued by the State of Arizona.

2.11.3 Conduct

Contractor's employees, officers and subcontractors shall not identify themselves as being employees of Maricopa County. Employees shall conduct themselves in such a manner as to avoid embarrassment to Maricopa County, and shall be courteous to the public. If required, the County retains the right to require a particular operator be removed from working on this contract.

2.14 CONTRACTOR'S EQUIPMENT:

2.14.1 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. Also, the words "Under Contract to the Maricopa County Department of Transportation" must be on all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.14.2 Equipment Safety Requirements

All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. A fully operational 30" x 60" arrow board shall be displayed at each work site. It may be vehicle or trailer mounted and must be clearly visible by all traffic approaching the work site from the rear.

2.14.3 Contractor shall provide a listing of all equipment to be used in the performance of this contract (ATTACHMENT D).

2.15 SAFETY, SANITARY AND HEALTH CONDITIONS

2.15.1 Contractor shall follow the requirements of the most current publication of the Manual on Uniform Traffic Control Devices (MUTCD), pertaining to any lane closures, traffic rerouting, shoulder work or any other application while providing services under this Contract.

2.15.2 All Contractor employees shall comply with all applicable Safety Standards as outlined in 29 CFR 1910 and 1926 which includes the wearing of OSHA approved hard hats, eye protection, high-visibility, ANSI approved safety vests, steel-toed footwear and full-length pants at all times while working within the right-of-way.

2.15.3 The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

- 2.15.4 Attention is directed to Federal, State, County and local laws, rules and regulations concerning construction safety and health standards. The contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.
- 2.15.5 The Contractor's Supervisor(s) shall be certified in First Aid and Cardio-Pulmonary Resuscitation, OSHA Regulations, (Standards 29 CFR), First Aid and Medical Attention, Code of Federal Regulations, 29CFR1926.23 and 1926.50 (c).
- 2.15.6 If a highway is divided into two roadways by leaving an intervening space or by a physical barrier or clearly indicated dividing section constructed to impede vehicular traffic, a person shall drive a vehicle only on the right-hand roadway and shall not drive a vehicle over, across or within the dividing space, barrier or section, except through an opening in the physical barrier or dividing section or space or at a crossover or intersection established by public authority.
- 2.15.7 The contractor is responsible for compliance with laws and rules that address air quality standards within the Maricopa County PM10 non-attainment area.
- 2.16 CONTRACT COMPLAINTS AND DEFICIENCIES:
 - 2.14.1 Complaints Received by the County:
 - 2.16.1.1 The County will notify the Contractor by in writing of each contract complaint reported.
 - 2.16.1.2 Daily complaint and deficiency reports, prepared by the County will be submitted to the Contractor by 4:30 p.m. on the next County workday.
 - 2.16.1.3 Inspection reports of unsatisfactory performance will include description of the deficiency, location, to be deducted from the day's performance.
 - 2.16.2 Complaints Received by Contractor
 - 2.16.2.1 The Contractor shall submit to the County all complaints in writing, which are received on a daily basis. The complaint form will include the same data as does the County form.
 - Complaint information shall include:
 - Date
 - Time
 - Location
 - Name of person filing complaint
 - Address of person filing complaint
 - Phone number of person filing complaint
 - Nature of the complaint
- 2.17 STANDARDS OF PERFORMANCE:
 - 2.17.1 Contractor shall remove all debris from all centerline ROW during each scheduled cleanup. The Contractor shall make as many passes as necessary to accomplish the requirements as defined in Section 2.2.
 - 2.17.2 MCDOT shall perform a final inspection within one (1) business day of notification of job completion per Section 2.10.

2.18 HANDLING OF DEFICIENCIES:

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) centerline mile from the next payment. Failure to correct the deficiency with 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.19 INVOICES AND PAYMENTS:

2.19.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.19.1.1 Company name, address and contact
- 2.19.1.2 County bill-to name and contact information
- 2.19.1.3 Contract Serial Number
- 2.19.1.4 County purchase order number
- 2.19.1.5 Invoice number and date
- 2.19.1.6 Payment terms
- 2.19.1.7 Date and Time of Litter Removal
- 2.19.1.8 Zone, Street(s)
- 2.19.1.9 Description of Item(s) not removed, referred to MCDOT
- 2.19.1.10 Pricing per centerline mile **for litter removal and disposal**
- 2.19.1.11 **Weight for all centerline miles litter removal and disposal**
- 2.19.1.12 **Pricing per centerline mile for Adopt-A- Highway bag pick-up**
- 2.19.1.13 **Weight for all centerline miles for Adopt-A-Highway bag pick-up**
- 2.19.1.14 **Pricing per centerline mile for additional ROW litter removal and disposal**
- 2.19.1.15 **Weight for all centerline miles for additional ROW litter removal and disposal**
- 2.19.1.16 **Pricing for tires per tire, or by the ton**
- 2.19.1.17 **Weight for all tires**
- 2.19.1.18 **Pricing for excessive debris removal and disposal**
- 2.19.1.19 **Weight for excessive debris removal and disposal**
- 2.19.1.20 Extended prices
- 2.19.1.21 Arrival and completion time (if applicable)
- 2.19.1.22 Total Amount Due
- 2.19.1.23

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.7.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.20 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.21 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.22 CONTRACTOR LICENSE AND LEGAL REQUIREMENTS:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 FUEL SURCHARGES: ESCALATION/DE-ESCALATION:

A fuel surcharge is permissible any time the Producer Price Index (PPI) – Commodities rises above or falls below the percentage(s) indicated in Section 1.1, and remains so for a minimum thirty (30) day period.

3.4.1 PPI Index Series ID:

- | | | |
|----|--------------------------------------|--------------|
| a. | WPU0571 – Gasoline, unleaded regular | <u>8.75%</u> |
| b. | WPU057303 – #2 Diesel Fuel | <u>14.0%</u> |

3.4.2 The formula used in computing any fuel surcharge will be:

The Fuel Cost Component from Line 6.0 of ATTACHMENT A, multiplied by the Cost per Service (by Site) from ATTACHMENT A, multiplied by the PPI Series ID per cent (%) of change for the minimum thirty (30) day period.

(Fuel Cost Component X Site Cost per Service X PPI change = Fuel surcharge per site service invoice).

Any fuel surcharges will be entered as a separate line item per invoice.

Substantial documentation shall be included as part of any request for change.

Any escalation/de-escalation shall be approved by Maricopa County prior to implementation.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.6 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.6.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract.

3.8 ADDITIONS/DELETIONS OF SERVICE:

During the term of this agreement or any extension thereof, the County may elect to increase or decrease the frequency or number of miles of highway litter removal and disposal services. The said increase or decrease shall be by written change order to the contract. The unit price for change order for highway litter pickup and disposal shall be the contract unit price.

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JAMES BAKER, PW PROCUREMENT MANAGER, 602-506-4054
(jimbaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, and C; any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.14.1 Two copies of the following:

- 3.14.1.1 Attachment A - Pricing
- 3.14.1.2 Attachments B - Agreement Page (with original signatures)
- 3.14.1.3 Attachment C - References
- 3.14.1.5 Signed ADDENDA Face Page of Solicitation (if applicable)
- 3.14.1.6 Any other Required Submittals (ATTACHMENT D - List of Equipment Section 2.12.3)

3.14.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.15 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.16 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.16.1 Compliance with specifications
- 3.16.2 Price
- 3.16.3 Determination of responsibility
- 3.16.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

3.17 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

LANDCORP PROPERTY MAINTENANCE, 3230 E. BROADWAY ROAD SUITE 130, PHOENIX, AZ 85040

PRICING SHEET: NIGP CODE 9885601, 9885602, 9885603, 9885604, 9885605

ACCEPT PROCUREMENT CARD: ☒ X YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ X YES ☐ NO

1.0 ZONE PRICING:

<u>ZONE</u>		<u>SERVICE INITIAL</u>	<u>SERVICE MONTHLY</u>	<u>SERVICE EVERY 6 WEEKS</u>	<u>SERVICE EVERY 2 MONTHS</u>		
1.1 Zone 1		<u>\$98.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile
Total Centerline Miles	248.02						
1.2 Zone 2		<u>\$98.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile
Total Centerline Miles	139.04						
1.3 Zone 3		<u>\$98.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile
Total Centerline Miles	113.88						
1.4 Zone 4		<u>\$98.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile	<u>\$88.00</u>	/per centerline mile
Total Centerline Miles	275.96						

2.0 MEDIAN PRICING:

2.1 Zone 1 (Median Pricing)		<u>\$49.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile
2.2 Zone 2 (Median Pricing)		<u>\$49.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile
2.3 Zone 3 (Median Pricing)		<u>\$49.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile
2.4 Zone 4 (Median Pricing)		<u>\$49.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile	<u>\$44.00</u>	/per centerline mile

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3.0 BAG PICK UP:

<u>ZONE</u>	<u>SERVICE INITIAL</u>		<u>SERVICE MONTHLY</u>		<u>SERVICE EVERY 6 WEEKS</u>		<u>SERVICE EVERY 2 MONTHS</u>	
3.1 Zone 1 (Bag Pickup Only)	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile
3.2 Zone 2 (Bag Pickup Only)	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile
3.3 Zone 3 (Bag Pickup Only)	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile
3.4 Zone 4 (Bag Pickup Only)	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile	<u>\$10.60</u>	/per centerline mile

4.0 ADDITIONAL CHARGES:

4.1 Zone 1 (Additional ROW Cleanup)	<u>\$98.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment
4.2 Zone 2 (Additional ROW Cleanup)	<u>\$98.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment
4.3 Zone 3 (Additional ROW Cleanup)	<u>\$98.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment
4.4 Zone 4 (Additional ROW Cleanup)	<u>\$98.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment	<u>\$88.00</u>	/per centerline mile per 20' Increment

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<u>ZONE</u>	<u>SERVICE INITIAL</u>	<u>SERVICE MONTHLY</u>	<u>SERVICE EVERY 6 WEEKS</u>	<u>SERVICE EVERY 2 MONTHS</u>
5.0 OTHER CHARGES:				
5.1 Zone 1 (Special cleanups outside of the contract Scope of work)	<u>\$25.00</u>	/per man hour		
5.2 Zone 2 (Special cleanups outside of the contract Scope of work)	<u>\$25.00</u>	/per man hour		
5.3 Zone 3 (Special cleanups outside of the contract Scope of work)	<u>\$25.00</u>	/per man hour		
5.4 Zone 4 (Special cleanups outside of the contract Scope of work)	<u>\$25.00</u>	/per man hour		
6.0 FUEL COST COMPONENT(S):				
6.1	Diesel fuel costs are what per cent (average) of the Cost per Site service bid?			<u>12</u> %
6.2	Gasoline costs are what per cent (average) of the Cost per Site service bid?			12 %
7.0 Removal & Disposal of Tires Per Section 2.4	a. Passenger/Light Truck Tires (off the rim)			\$ 1.50 per tire (20 lbs ea)
	b. Passenger/Light Truck Tires (on the rim)			\$ 7.50 per tire (20 lbs ea)
	c. Semi Tires (off the rim)			\$ 7.50 per tire (100 lbs ea)
	d. Semi Tires (on the rim)			\$ 15.00 per tire (100 lbs ea)
	e. Off Road Tires (with or without rims)			\$ 278.00 per ton
8.0 Excessive Debris Removal & Disposal Per Section 2.3	a. Hours will be quoted by project/hand tools if man hand tools are used.			\$ 25.00 per hour
	b. Brush hog, includes operator (4 hour min.)			\$ 62.50 per hour
	c. Tractor, includes operator (4 hours min.)			\$ 93.50 per hour

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9.0 A Fuel Surcharge of \$2.06 per Centerline mile under Section 1.0 (Zone Pricing) is authorized per Section 3.4 of the Contract, effective 03/27/08.

Terms:	NET 30
Vendor Number:	W000009692 X
Telephone Number:	480/212-0032
Fax Number:	480/212-0033
Contact Person:	Ricardo Landaburu
E-mail Address:	jose@landcorp.net
Company Web Site:	www.landcorp.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2010.